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8 UNITED STATES DISTRICT COURT  
9 WESTERN DISTRICT OF WASHINGTON  
10 AT TACOMA

11 PHI THI NGUYEN, et al.,

12 Plaintiffs,

13 v.

14 COUNTY OF CLARK, a municipal  
15 corporation, et al.,

16 Defendants.

CASE NO. C10-5267BHS

ORDER ON DEFENDANT  
WEXFORD'S MOTION FOR  
ENTRY OF CLAIMS BAR  
ORDER AND PLAINTIFFS'  
MOTION FOR DISMISSAL

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18 This matter comes before the Court on Defendant Wexford Health Sources, Inc.'s  
19 ("Wexford") Motion for Entry of Claims Bar Order (Dkt. 144) and Plaintiffs' motion for  
20 dismissal (Dkt. 150). The Court has reviewed the briefs filed in support of and in  
21 opposition to the motions and the remainder of the file and hereby denies Wexford's  
22 motion and grants Plaintiffs' motion for the reasons stated herein.

23 **I. PROCEDURAL HISTORY**

24 On April 19, 2010, Plaintiffs filed a complaint for deprivation of civil right against  
25 numerous defendants, including the County of Clark ("County") and Wexford. Dkt. 1.

26 On April 28, 2011, Wexford filed a Motion for Entry of Claims Bar Order (Dkt.  
27 144) which, among other things, informed the Court that Plaintiffs had reached a  
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1 settlement of their claims against both the County and Wexford. Dkt. 144. On May 9,  
2 2011, the County responded. Dkt. 147. On May 13, 2011, Wexford replied. Dkt. 152.

3 On May 9, 2011, Plaintiffs and the County filed a stipulated motion requesting that  
4 Plaintiffs' claims against the County be dismissed. Dkt. 146.

5 On May 11, 2011, Plaintiffs filed a motion to dismiss their claims against  
6 Wexford. Dkt. 150. On May 15, 2011, Wexford responded. Dkt. 154. On May 26,  
7 2011, Plaintiffs replied. Dkt. 156.

## 8 II. DISCUSSION

9 Wexford asks the Court to weigh in on a contract dispute under the guise of  
10 promoting the finality of settlements. Plaintiffs' settlements, however, appear to be final  
11 and wholly independent from the potential contract and indemnification issues that may  
12 exist between the County and Wexford. The Court declines to address these issues or  
13 complicate matters that may come before a different tribunal.  
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15 Wexford states that a "bar order may preclude all claims by a non-settling  
16 defendant against a settling defendant, however those claims are denominated." Dkt. 144  
17 at 7. The leap of logic necessary to apply this apparent rule to two settling defendants  
18 escapes the Court. While there is case law to support Wexford's propositions that there is  
19 no *federal* right to indemnity under 42 U.S.C. § 1983 (Dkt. 144 at 8-9), that there is no  
20 *federal* right to contribution under 42 U.S.C. § 1983 (Dkt. 144 at 9-10), and that public  
21 policy strongly favors the settlement of disputes (Dkt. 144 at 12-13), there is a lack of  
22 case law to support the proposition that the state law contractual indemnity obligations  
23 between Wexford and the County "cancel each other out." This is obviously an issue of  
24 contract interpretation and application. Therefore, the Court denies Wexford's motion for  
25 a bar order because it is without merit.

26 With regard to Plaintiffs' motion to dismiss its claims, the Court grants the motion  
27 because the Court has denied Wexford's only objection, which was its pending motion.  
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**III. ORDER**

Therefore, it is hereby **ORDERED** that Wexford's Motion for Entry of Claims Bar Order (Dkt. 144) is **DENIED** and Plaintiffs' motion for dismissal (Dkt. 150) is **GRANTED**.

DATED this 6<sup>th</sup> day of June, 2011.

  
BENJAMIN H. SETTLE  
United States District Judge